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MOSAID Technologies Incorporated

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

INFINEON TECHNOLOGIES NORTH  
AMERICA CORP.,  
Plaintiff,

v.

MOSAID TECHNOLOGIES  
INCORPORATED,  
Defendant,

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MOSAID TECHNOLOGIES  
INCORPORATED,  
Counterclaimant,

v.

INFINEON TECHNOLOGIES NORTH  
AMERICA CORP.,

INFINEON TECHNOLOGIES AG,

INFINEON TECHNOLOGIES HOLDING  
NORTH AMERICA CORP., and

INFINEON TECHNOLOGIES  
RICHMOND LP,  
Counterdefendants.

**Civil Action No. 5:02-cv-05772 JF (RS)**

**DEFENDANT MOSAID TECHNOLOGIES  
INCORPORATED'S ANSWER AND  
COUNTERCLAIMS**

**DEMAND FOR JURY TRIAL**

**ANSWER**

Defendant MOSAID Technologies Incorporated ("MOSAID") as and for its Answer to the Complaint of Plaintiff Infineon Technologies North America Corp. ("Infineon North America") states as follows:

1. MOSAID admits the allegations of Paragraph 1 of the Complaint.

2. MOSAID admits that it is a foreign corporation with its principal place of business at Kanata, Ontario, Canada. MOSAID admits that it does business within the judicial district of the Northern District of California, and except as so admitted, denies the remaining allegations of Paragraph 2 of the Complaint.

3. MOSAID admits that Infineon North America purports to bring claims pursuant to the Declaratory Judgments Act and the Patent Laws of the United States, and except as so admitted, denies the remaining allegations of Paragraph 3 of the Complaint.

4. MOSAID admits that the United States District Court for the Northern District of California generally has jurisdiction over declaratory judgment actions brought pursuant to the Declaratory Judgments Act and 28 U.S.C. §§ 1331 and 1338, and except as so admitted, denies the remaining allegations of Paragraph 4 of the Complaint.

5. MOSAID denies the allegations of Paragraph 5 of the Complaint.

6. MOSAID admits the allegations of Paragraph 6 of the Complaint.

7. MOSAID admits that U.S. Patent No. 5,214, 602 ("the '602 patent") is titled "Dynamic Memory Word Line Driver Scheme," that the U.S. filing date for the application resulting in the '602 patent is April 5, 1991, and that the '602 patent issued in the U.S. on May 25, 1993. MOSAID also admits that the inventor named on the face of the '602 patent is Valerie L. Lines, and that a copy of the '602 patent appears to be attached as Exhibit A to the Complaint. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 7 of the Complaint.

8. MOSAID admits that U.S. Patent No. 5,822,253 ("the '253 patent") is titled "Dynamic Memory Word Line Driver Scheme," that the U.S. filing date for the application resulting in the '253 patent is August 16, 1995, and that the '253 patent issued in the U.S. on

1 October 13, 1998. MOSAID also admits that the inventor named on the face of the '253 patent is  
2 Valerie L. Lines, and that a copy of the '253 patent appears to be attached as Exhibit B to the  
3 Complaint. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 8 of  
4 the Complaint.

5 9. MOSAID admits that U.S. Patent No. 5,751,643 ("the '643 patent") is titled  
6 "Dynamic Memory Word Line Driver," that the U.S. filing date for the application resulting in  
7 the '643 patent is March 6, 1996, and that the '643 patent issued in the U.S. on May 12, 1998.  
8 MOSAID also admits that the inventor named on the face of the '643 patent is Valerie L. Lines,  
9 and that a copy of the '643 patent appears to be attached as Exhibit C to the Complaint. Except as  
10 so admitted, MOSAID denies the remaining allegations of Paragraph 9 of the Complaint.

11 10. MOSAID admits that U.S. Patent No. 6,278,640 B1 ("the '640 patent") is titled  
12 "Dynamic Memory Word Line Driver Scheme," that the U.S. filing date for the application  
13 resulting in the '640 patent is April 13, 2000, and that the '640 patent issued in the U.S. on August  
14 21, 2001. MOSAID also admits that the inventor named on the face of the '640 patent is Valerie  
15 L. Lines, and that a copy of the '640 patent appears to be attached as Exhibit D to the Complaint.  
16 Except as so admitted, MOSAID denies the remaining allegations of Paragraph 10 of the  
17 Complaint.

18 11. MOSAID admits U.S. Patent No. 5,828,620 ("the '620 patent") is titled "High  
19 Voltage Boosted Word Line Supply Charge Pump and Regulator for DRAM," that the U.S. filing  
20 date for the application resulting in the '620 patent is September 2, 1997, and that the '620 patent  
21 issued in the U.S. on October 27, 1998. MOSAID also admits that the inventors named on the  
22 face of the '620 patent are Richard C. Foss, Peter B. Gillingham, Robert F. Harland and Valerie L.  
23 Lines, and that a copy of the '620 patent appears to be attached as Exhibit E to the Complaint.  
24 Except as so admitted, MOSAID denies the remaining allegations of Paragraph 11 of the  
25 Complaint.

26 12. MOSAID admits that U.S. Patent No. 6,055,201 ("the '201 patent") is titled "High  
27 Voltage Boosted Word Line Supply Charge Pump and Regulator for DRAM," that the U.S. filing  
28 date for the application resulting in the '201 patent is October 26, 1998, and that the '201 patent

1 issued in the U.S. on April 25, 2000. MOSAID also admits that the inventors named on the face  
2 of the '201 patent are Richard C. Foss, Peter B. Gillingham, Robert F. Harland and Valerie L.  
3 Lines, and that a copy of the '201 patent appears to be attached as Exhibit F to the Complaint.  
4 Except as so admitted, MOSAID denies the remaining allegations of Paragraph 12 of the  
5 Complaint.

6 13. MOSAID admits that U.S. Patent No. 6,236,581 B1 ("the '581 patent") is titled  
7 "High Voltage Boosted Word Line Supply Charge Pump and Regulator For DRAM," that the  
8 U.S. filing date for the application resulting in the '581 patent is January 14, 2000, and that the  
9 '581 patent issued in the U.S. on May 22, 2001. MOSAID also admits that the inventors named  
10 on the face of the '581 patent are Richard C. Foss, Peter B. Gillingham, Robert F. Harland and  
11 Valerie L. Lines, and that a copy of the '581 patent appears to be attached as Exhibit G to the  
12 Complaint. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 13 of  
13 the Complaint.

14 14. MOSAID admits the allegations of Paragraph 14 of the Complaint.

15 **Count I**  
16 **(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and**  
17 **Unenforceability of U.S. Patent No. 5,214,602)**

18 15. MOSAID responds to Paragraph 15 of the Complaint by incorporating by  
19 reference its responses to Paragraphs 1 through 14, above.

20 16. MOSAID admits that it has discussed licensing of the '602 patent with employees  
21 of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of  
22 Paragraph 16 of the Complaint.

23 17. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung  
24 Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor,  
25 L.P., for infringement of the '602 patent in U.S. District Court for the District of New Jersey.  
26 MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard  
27 to the '602 patent, and that it has offered a license upon reasonable terms to Infineon  
28 Technologies AG, which offer has been refused. Except as so admitted, MOSAID denies the  
remaining allegations of Paragraph 17 of the Complaint.

18. MOSAID denies the allegations of Paragraph 18 of the Complaint.

19. MOSAID denies the allegations of Paragraph 19 of the Complaint.

20. MOSAID denies the allegations of Paragraph 20 of the Complaint.

21. MOSAID denies the allegations of Paragraph 21 of the Complaint.

22. MOSAID denies the allegations of Paragraph 22 of the Complaint.

### Count II

#### **(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and Unenforceability of U.S. Patent No. 5,751,643)**

23. MOSAID responds to Paragraph 23 of the Complaint by incorporating by reference its responses to Paragraphs 1 through 14, above.

24. MOSAID admits that it has discussed licensing of the '643 patent with employees of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of Paragraph 24 of the Complaint.

25. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor, L.P., for infringement of the '643 patent in U.S. District Court for the District of New Jersey. MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard to the '643 patent, and that it has offered a license upon reasonable terms to Infineon Technologies AG which offer has been refused. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 25 of the Complaint.

26. MOSAID denies the allegations of Paragraph 28 of the Complaint.

27. MOSAID denies the allegations of Paragraph 27 of the Complaint.

28. MOSAID denies the allegations of Paragraph 28 of the Complaint.

29. MOSAID denies the allegations of Paragraph 29 of the Complaint.

30. MOSAID denies the allegations of Paragraph 30 of the Complaint.

### Count III

#### **(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and Unenforceability of U.S. Patent No. 5,822,253)**

31. MOSAID responds to Paragraph 31 of the Complaint by incorporating by reference its responses to Paragraphs 1 through 14, above.

32. MOSAID admits that it has discussed licensing of the '253 patent with employees of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of Paragraph 32 of the Complaint.

33. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor, L.P., for infringement of the '253 patent in U.S. District Court for the District of New Jersey. MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard to the '253 patent, and that it has offered a license upon reasonable terms to Infineon Technologies AG which offer has been refused. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 33 of the Complaint.

34. MOSAID denies the allegations of Paragraph 34 of the Complaint.

35. MOSAID denies the allegations of Paragraph 35 of the Complaint.

36. MOSAID denies the allegations of Paragraph 36 of the Complaint.

37. MOSAID denies the allegations of Paragraph 37 of the Complaint.

38. MOSAID denies the allegations of Paragraph 38 of the Complaint.

39. MOSAID denies the allegations of Paragraph 39 of the Complaint.

#### Count IV

#### **(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and Unenforceability of U.S. Patent No. 6,278,640 B1)**

40. MOSAID responds to Paragraph 40 of the Complaint by incorporating by reference its responses to Paragraphs 1 through 14, above.

41. MOSAID admits that it has discussed licensing of the '640 patent with employees of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of Paragraph 41 of the Complaint.

42. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor, L.P., for infringement of the '640 patent in U.S. District Court for the District of New Jersey. MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard to the '640 patent, and that it has offered a license upon reasonable terms to Infineon

1 Technologies AG which offer has been refused. Except as so admitted, MOSAID denies the  
2 remaining allegations of Paragraph 42 of the Complaint.

3 43. MOSAID denies the allegations of Paragraph 43 of the Complaint.

4 44. MOSAID denies the allegations of Paragraph 44 of the Complaint.

5 45. MOSAID denies the allegations of Paragraph 45 of the Complaint.

6 46. MOSAID denies the allegations of Paragraph 46 of the Complaint.

7 47. MOSAID denies the allegations of Paragraph 47 of the Complaint.

8 **Count V**

9 **(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and  
10 Unenforceability of U.S. Patent No. 5,828,620)**

11 48. MOSAID responds to Paragraph 48 of the Complaint by incorporating by  
12 reference its responses to Paragraphs 1 through 14, above.

13 49. MOSAID admits that it has discussed licensing of the '620 patent with employees  
14 of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of  
15 Paragraph 49 of the Complaint.

16 50. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung  
17 Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor,  
18 L.P., for infringement of the '620 patent in U.S. District Court for the District of New Jersey.  
19 MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard  
20 to the '620 patent, and that it has offered a license upon reasonable terms to Infineon  
21 Technologies AG which offer has been refused. Except as so admitted, MOSAID denies the  
22 remaining allegations of Paragraph 50 of the Complaint.

23 51. MOSAID denies the allegations of Paragraph 51 of the Complaint.

24 52. MOSAID denies the allegations of Paragraph 52 of the Complaint.

25 53. MOSAID denies the allegations of Paragraph 53 of the Complaint.

26 54. MOSAID denies the allegations of Paragraph 54 of the Complaint.

27 55. MOSAID denies the allegations of Paragraph 55 of the Complaint.

28 56. MOSAID denies the allegations of Paragraph 56 of the Complaint.

**Count VI**



**(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and Unenforceability of U.S. Patent No. 6,055,201)**

57. MOSAID responds to Paragraph 57 of the Complaint by incorporating by reference its responses to Paragraphs 1 through 14, above.

58. MOSAID admits that it has discussed licensing of the '201 patent with employees of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of Paragraph 58 of the Complaint.

59. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor, L.P., for infringement of the '201 patent in U.S. District Court for the District of New Jersey. MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard to the '201 patent, and that it has offered a license upon reasonable terms to Infineon Technologies AG which offer has been refused. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 59 of the Complaint.

60. MOSAID denies the allegations of Paragraph 60 of the Complaint.

61. MOSAID denies the allegations of Paragraph 61 of the Complaint.

62. MOSAID denies the allegations of Paragraph 62 of the Complaint.

63. MOSAID denies the allegations of Paragraph 63 of the Complaint.

64. MOSAID denies the allegations of Paragraph 64 of the Complaint.

65. MOSAID denies the allegations of Paragraph 65 of the Complaint.

**Count VII**

**(Declaratory Judgment Action for a Declaration of Noninfringement, Invalidity and Unenforceability of U.S. Patent No. 6,236,581 B1)**

66. MOSAID responds to Paragraph 66 of the Complaint by incorporating by reference its responses to Paragraphs 1 through 14, above.

67. MOSAID admits that it has discussed licensing of the '581 patent with employees of Infineon Technologies AG, and except as so admitted, denies the remaining allegations of Paragraph 67 of the Complaint.



68. MOSAID admits that it has sued Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung Semiconductor, Inc., and Samsung Austin Semiconductor, L.P., for infringement of the '581 patent in U.S. District Court for the District of New Jersey. MOSAID admits that it has had contact with employees of Infineon Technologies AG with regard to the '581 patent, and that it has offered a license upon reasonable terms to Infineon Technologies AG which offer has been refused. Except as so admitted, MOSAID denies the remaining allegations of Paragraph 68 of the Complaint.

69. MOSAID denies the allegations of Paragraph 69 of the Complaint.

70. MOSAID denies the allegations of Paragraph 70 of the Complaint.

71. MOSAID denies the allegations of Paragraph 71 of the Complaint.

72. MOSAID denies the allegations of Paragraph 72 of the Complaint.

73. MOSAID denies the allegations of Paragraph 73 of the Complaint.

74. MOSAID denies the allegations of Paragraph 74 of the Complaint for lack of information sufficient to form a belief as to the truth or falsity thereof.

#### **Infineon North America's Prayer for Relief**

MOSAID denies that Infineon North America is entitled to any relief from this Court whatsoever.

#### **DEFENSES**

75. Infineon North America has violated Fed. R. Civ. P. 19(a) by failing to join Infineon Technologies AG, a necessary party over whom the Northern District of California has jurisdiction. Infineon North America should amend its complaint to add Infineon AG as a plaintiff.

76. Infineon North America has failed to state a claim upon which relief can be granted.

#### **COUNTERCLAIMS**

#### **PARTIES**

77. Counterclaimant MOSAID Technologies Incorporated ("MOSAID") is an Ontario corporation that maintains its principal place of business in Ottawa, Ontario, Canada.

1           78.     Counterdefendant Infineon Technologies AG ("Infineon AG") is incorporated  
2 under the laws of the Federal Republic of Germany and maintains its principal place of business  
3 in Munich, Germany. Upon information and belief Infineon AG operates its North American  
4 headquarters within this district at 1730 North First Street, San Jose, CA 95112.

5           79.     Counterdefendant Infineon Technologies North America Corp. ("Infineon North  
6 America") is a Delaware corporation that maintains its principal place of business within this  
7 district at 1730 North First Street, San Jose, CA 95112. Upon information and belief, Infineon  
8 North America is a wholly-owned subsidiary of Infineon AG.

9           80.     Counterdefendant Infineon Technologies Holding North America Corp. ("Infineon  
10 Holding") is a Delaware corporation. Upon information and belief, Infineon Holding is a wholly-  
11 owned subsidiary of Infineon AG.

12           81.     Counterdefendant Infineon Technologies Richmond LP ("Infineon Richmond") is  
13 a Delaware corporation that maintains its principal place of business in Sandston, Virginia. Upon  
14 information and belief, Infineon Richmond is a wholly-owned subsidiary of Infineon AG. Upon  
15 information and belief, Infineon North America is a general partner in Infineon Richmond.

16           82.     Counterdefendants Infineon AG, Infineon North America, Infineon Holding, and  
17 Infineon Richmond will be collectively referred to hereafter as "Infineon" or  
18 "Counterdefendants."

19           83.     Upon information and belief, Counterdefendants manufacture DRAM  
20 semiconductor memory devices at a fabrication facility located in Sandston, Virginia.

21           84.     Upon information and belief, Infineon AG and Infineon North America purchase  
22 output from the fabrication facility in Sandston, Virginia, and sell, and offer it for sale throughout  
23 the United States, including within the Northern District of California.

24           85.     Upon information and belief, Counterdefendants make, use, sell, offer for sale in,  
25 and import into, the Northern District of California and throughout the United States a wide  
26 variety of semiconductor memory devices including Dynamic Random Access Memory  
27 ("DRAM"). Counterdefendants also make, use, sell, offer for sale in, and import into, the  
28

1 Northern District of California and throughout the United States various products containing such  
2 semiconductor memory devices.

3 86. Upon information and belief, at all material times herein mentioned each  
4 Counterdefendant was acting as the agent of each other Counterdefendant, except as otherwise  
5 noted, and was at all relevant times acting within the course and scope of such agency.

### 6 JURISDICTION

7 87. This action arises under the patent laws of the United States, Title 35, United  
8 States Code. The jurisdiction of this Court is proper under 35 U.S.C. § 271 et seq. and 28 U.S.C.  
9 § 1338.

10 88. Personal jurisdiction exists generally over each of the Counterdefendants because  
11 each has minimum contacts with this forum as a result of business regularly conducted within this  
12 district and specifically as a result of, at least, the Counterdefendants' sales and research facilities  
13 within this district wherein Counterdefendants place their products that infringe MOSAID's  
14 patents within the stream of commerce, which stream is directed at this district, and by  
15 committing acts of patent infringement within this district.

### 16 COUNT I 17 INFRINGEMENT OF U.S. PATENT NO. 5,214,602

18 89. MOSAID incorporates by reference the allegations of paragraphs 75-89.

19 90. MOSAID is the owner of United States Patent No. 5,214,602 ("the '602 patent"),  
20 which duly and legally issued for the invention of a dynamic memory word line driver. A copy of  
21 the '602 patent is attached as Exhibit 1.

22 91. Counterdefendants have infringed and are infringing the '602 patent by making,  
23 using, offering for sale, selling, and/or importing, without authority, products, including dynamic  
24 random access memories ("DRAMs") with dynamic memory word line drivers that embody the  
25 invention patented within the '602 patent, and on information and belief, by actively inducing  
26 and/or contributing to infringement of said patent by others (including but not limited to the other  
27 Counterdefendants). Counterdefendants will continue to infringe the '602 patent unless enjoined  
28 by this Court.

1           92.     Upon information and belief, the Counterdefendants have received notice of  
2 infringement of the '602 patent, but have nonetheless continued their infringing activities.

3           93.     Representatives of MOSAID and Infineon met to discuss whether Infineon's  
4 continued activities required a license for the '602 patent. No such license agreement was entered  
5 into. Infineon offered to pay for a license including the '602 patent. Infineon did not offer any  
6 substantive basis for not requiring a license to the '602 patent.

7           94.     Upon information and belief, Counterdefendant Infineon North America's  
8 infringement of the '602 patent is willful.

9           95.     Upon information and belief, Counterdefendant Infineon AG's infringement of the  
10 '602 patent is willful.

11          96.     Upon information and belief, Counterdefendant Infineon Holding's infringement  
12 of the '602 patent is willful.

13          97.     Upon information and belief, Counterdefendant Infineon Richmond's infringement  
14 of the '602 patent is willful.

15                               **COUNT II**  
16                               **INFRINGEMENT OF U.S. PATENT NO. 5,751,643**

17          98.     MOSAID incorporates by reference the allegations of paragraphs 75-97.

18          99.     MOSAID is the owner of United States Patent No. 5,751,643 ("the '643 patent"),  
19 which duly and legally issued for the invention of a dynamic memory word line driver. A copy of  
20 the '643 patent is attached as Exhibit 2.

21          100.    Counterdefendants have infringed and are infringing the '643 patent by making,  
22 using, offering for sale, selling, and/or importing, without authority, products, including dynamic  
23 random access memories ("DRAMs") with dynamic memory word line drivers that embody the  
24 invention patented within the '643 patent, and on information and belief, by actively inducing  
25 and/or contributing to infringement of said patent by others (including but not limited to the other  
26 Counterdefendants). Counterdefendants will continue to infringe the '643 patent unless enjoined  
27 by this Court.  
28



110. Upon information and belief, the Counterdefendants have received notice of infringement of the '253 patent, but have nonetheless continued their infringing activities.

111. Representatives of MOSAID and Infineon met to discuss whether Infineon's continued activities required a license for the '253 patent. No such license agreement was entered into. Infineon offered to pay for a license including the '253 patent. Infineon did not offer any substantive basis for not requiring a license to the '253 patent.

112. Upon information and belief, Counterdefendant Infineon North America's infringement of the '253 patent is willful.

113. Upon information and belief, Counterdefendant Infineon AG's infringement of the '253 patent is willful.

114. Upon information and belief, Counterdefendant Infineon Holding's infringement of the '253 patent is willful.

115. Upon information and belief, Counterdefendant Infineon Richmond's infringement of the '253 patent is willful.

#### COUNT IV INFRINGEMENT OF U.S. PATENT NO. 6,278,640 B1

116. MOSAID incorporates by reference the allegations of paragraphs 75-115.

117. MOSAID is the owner of United States Patent No. 6,278,640 B1 ("the '640 patent"), which duly and legally issued for the invention of a dynamic memory word line driver. A copy of the '640 patent is attached as Exhibit 4.

118. Counterdefendants have infringed and are infringing the '640 patent by making, using, offering for sale, selling, and/or importing, without authority, products, including dynamic random access memories ("DRAMs") with dynamic memory word line drivers that embody the invention patented within the '640 patent, and on information and belief, by actively inducing and/or contributing to infringement of said patent by others (including but not limited to the other Counterdefendants). Counterdefendants will continue to infringe the '640 patent unless enjoined by this Court.

119. Upon information and belief, the Counterdefendants have received notice of infringement of the '640 patent, but have nonetheless continued their infringing activities.

120. Representatives of MOSAID and Infineon met to discuss whether Infineon's continued activities required a license for the '640 patent. No such license agreement was entered into. Infineon offered to pay for a license including the '640 patent. Infineon did not offer any substantive basis for not requiring a license to the '640 patent.

121. Upon information and belief, Counterdefendant Infineon North America's infringement of the '640 patent is willful.

122. Upon information and belief, Counterdefendant Infineon AG's infringement of the '640 patent is willful.

123. Upon information and belief, Counterdefendant Infineon Holding's infringement of the '640 patent is willful.

124. Upon information and belief, Counterdefendant Infineon Richmond's infringement of the '640 patent is willful.

**COUNT V**  
**INFRINGEMENT OF U.S. PATENT NO. 5,828,620**

125. MOSAID incorporates by reference the allegations of paragraphs 75-124.

126. MOSAID is the owner of United States Patent No. 5,828,620 ("the '620 patent"), which duly and legally issued for the invention of a high voltage boosted word line supply charge pump regulator for a DRAM. A copy of the '620 patent is attached as Exhibit 5.

127. Counterdefendants have infringed and are infringing the '620 patent by making, using, offering for sale, selling, and/or importing, without authority, products, including dynamic random access memories ("DRAMs") with a high voltage boosted word line supply charge pump regulator that embody the invention patented within the '620 patent, and on information and belief, by actively inducing and/or contributing to infringement of said patent by others (including but not limited to the other Counterdefendants). Counterdefendants will continue to infringe the '620 patent unless enjoined by this Court.



128. Upon information and belief, the Counterdefendants have received notice of infringement of the '620 patent, but have nonetheless continued their infringing activities.

129. Representatives of MOSAID and Infineon met to discuss whether Infineon's continued activities required a license for the '620 patent. No such license agreement was entered into. Infineon offered to pay for a license including the '620 patent. Infineon did not offer any substantive basis for not requiring a license to the '620 patent.

130. Upon information and belief, Counterdefendant Infineon North America's infringement of the '620 patent is willful.

131. Upon information and belief, Counterdefendant Infineon AG's infringement of the '620 patent is willful.

132. Upon information and belief, Counterdefendant Infineon Holding's infringement of the '620 patent is willful.

133. Upon information and belief, Counterdefendant Infineon Richmond's infringement of the '620 patent is willful.

**COUNT VI**  
**INFRINGEMENT OF U.S. PATENT NO. 6,055,201**

134. MOSAID incorporates by reference the allegations of paragraphs 75-133.

135. MOSAID is the owner of United States Patent No. 6,055,201 ("the '201 patent"), which duly and legally issued for the invention of a high voltage boosted word line supply charge pump regulator for a DRAM. A copy of the '201 patent is attached as Exhibit 6.

136. Counterdefendants have infringed and are infringing the '201 patent by making, using, offering for sale, selling, and/or importing, without authority, products, including dynamic random access memories ("DRAMs") with a high voltage boosted word line supply charge pump regulator that embody the invention patented within the '201 patent, and on information and belief, by actively inducing and/or contributing to infringement of said patent by others (including but not limited to the other Counterdefendants). Counterdefendants will continue to infringe the '201 patent unless enjoined by this Court.

137. Upon information and belief, the Counterdefendants have received notice of infringement of the '201 patent, but have nonetheless continued their infringing activities.

138. Representatives of MOSAID and Infineon met to discuss whether Infineon's continued activities required a license for the '201 patent. No such license agreement was entered into. Infineon offered to pay for a license including the '201 patent. Infineon did not offer any substantive basis for not requiring a license to the '201 patent.

139. Upon information and belief, Counterdefendant Infineon North America's infringement of the '201 patent is willful.

140. Upon information and belief, Counterdefendant Infineon AG's infringement of the '201 patent is willful.

141. Upon information and belief, Counterdefendant Infineon Holding's infringement of the '201 patent is willful.

142. Upon information and belief, Counterdefendant Infineon Richmond's infringement of the '201 patent is willful.

**COUNT VII**  
**INFRINGEMENT OF U.S. PATENT NO. 6,236,581 B1**

143. MOSAID incorporates by reference the allegations of paragraphs 75-143.

144. MOSAID is the owner of United States Patent No. 6,236,581 B1 ("the '581 patent"), which duly and legally issued for the invention of a high voltage boosted word line supply charge pump regulator for a DRAM. A copy of the '581 patent is attached as Exhibit 7.

145. Counterdefendants have infringed and are infringing the '581 patent by making, using, offering for sale, selling, and/or importing, without authority, products, including dynamic random access memories ("DRAMs") with a high voltage boosted word line supply charge pump regulator that embody the invention patented within the '581 patent, and on information and belief, by actively inducing and/or contributing to infringement of said patent by others (including but not limited to the other Counterdefendants). Counterdefendants will continue to infringe the '581 patent unless enjoined by this Court.

146. Upon information and belief, the Counterdefendants have received notice of infringement of the '581 patent, but have nonetheless continued their infringing activities.

147. Representatives of MOSAID and Infineon met to discuss whether Infineon's continued activities required a license for the '581 patent. No such license agreement was entered into. Infineon offered to pay for a license including the '581 patent. Infineon did not offer any substantive basis for not requiring a license to the '581 patent.

148. Upon information and belief, Counterdefendant Infineon North America's infringement of the '581 patent is willful.

149. Upon information and belief, Counterdefendant Infineon AG's infringement of the '581 patent is willful.

150. Upon information and belief, Counterdefendant Infineon Holding's infringement of the '581 patent is willful.

151. Upon information and belief, Counterdefendant Infineon Richmond's infringement of the '581 patent is willful.

152. This is an exceptional case within the meaning of 35 U.S.C. § 285.

153. Under 35 U.S.C. § 284, MOSAID is entitled to actual damages adequate to compensate it for Counterdefendants' infringement of the above-identified U.S. patents, including but not limited to a reasonable royalty for the use of MOSAID's inventions.

## RELIEF

MOSAID respectfully requests the following relief:

A. That the Court enter preliminary and permanent injunctions barring Counterdefendants from acts of direct, active inducement of and contributory infringement of the above-identified MOSAID patents;

B. That the Court award damages to MOSAID, subject to proof at trial;

C. That the Court treble the actual damages awarded in view of Counterdefendants' willful infringement of MOSAID's patents;

D. That the Court award interest on such damages;

E. That the Court award MOSAID's costs and attorney's fees incurred in this action;

1 F. Such other relief as the Court deems just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Counterclaimant MOSAID requests a trial by jury on its Counterclaims for Patent  
4 Infringement.

5 Dated: February 7, 2003

6 Respectfully submitted,

7  
8 /s/ Tharan Gregory Lanier

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25 Attorneys for Defendant and  
26 Counterclaimant MOSAID Technologies  
27 Incorporated  
28

**CERTIFICATE OF SERVICE**

I, Tharan Gregory Lanier, hereby certify that I have caused to be served a copy of the foregoing  
**DEFENDANT MOSAID TECHNOLOGIES INCORPORATED'S ANSWER AND**  
**COUNTERCLAIMS** via Facsimile and Federal Express upon the following individuals on this  
7 day of February, 2003:

Gregory S. Arovas  
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Facsimile: (415) 439-1500

I also certify that this same day I caused to be served a copy of the foregoing  
**DEFENDANT MOSAID TECHNOLOGIES INCORPORATED'S ANSWER AND**  
**COUNTERCLAIMS** by email, upon the following individual: Eric L. Lamison, KIRKLAND &  
ELLIS at [elamison@kirkland.com](mailto:elamison@kirkland.com).

/s/ Tharan Gregory Lanier  
Attorney for Defendant and  
Counterclaimant MOSAID  
Technologies Incorporated